
EXHIBIT F18

AGREEMENT WITH PUBLIC UTILITY OR MUNICIPALITY FOR
CROSSING UNDER RAILROAD PRIVATE PROPERTY, DATED
MARCH 21, 1972, BY AND BETWEEN READING COMPANY AND
EAST WHITELAND MUNICIPAL AUTHORITY

**AGREEMENT WITH PUBLIC UTILITY OR MUNICIPALITY
FOR CROSSING UNDER RAILROAD
PRIVATE PROPERTY**

This Agreement, made this 21st day of March

A. D. 19 72, between **READING COMPANY (Debtor in possession under Sec. 77 of the Bankruptcy Act)**

, party of the first part, hereinafter called "Licensor," and **EAST WHITELAND MUNICIPAL AUTHORITY**, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania and established by the Board of Supervisors of East Whiteland Township, Chester County, Pennsylvania, pursuant to resolution or ordinance duly adopted by aforesaid Board of Supervisors,

~~a corporation of the State of~~
part, hereinafter called the "Licensee":

, party of the second

WHEREAS, Licensee has applied to Licensor for license and permission to lay, maintain and use for sewage disposal purposes (a) one (1) pipe not exceeding eight (8) inches in diameter, encased in a steel casing pipe not exceeding thirty-six (36) inches in diameter, and (b) one steel pipe not exceeding twenty-four (24) inches in diameter encased in a steel casing pipe not exceeding forty-two (42) inches in diameter, and

all hereinafter called "facilities," across and underneath the tracks, right of way and property owned or operated by Licensor at a point approximately (a) 1,660 feet west of Valley Store Station and (b) 511 feet west of Valley Store Station, both crossings hereinafter referred to in the singular and situate in the Township of East Whiteland,

County of **Chester** and State of **Pennsylvania**, in substantially the location and position shown on the hereto attached plan numbered **R-1 and R-2**, and dated **11-2-71**; and

WHEREAS, Licensor is willing to accord to Licensee the license and permission so applied for, but only upon and subject to the terms, conditions and limitations regulative and restrictive thereof, as hereinafter set forth:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That Licensor, in so far as its present title may enable it so to do and upon and subject to the terms and conditions hereinafter contained, hereby licenses and permits Licensee to lay, maintain and use said above mentioned and described facilities, across and underneath said tracks, right of way and property at the location aforesaid, and as shown in detail on said plan, which said plan is hereby made a part hereof.

FIRST: Said facilities shall be of the material, size and shall be used solely for the purposes above recited, and shall be so laid and maintained that the top thereof shall not at any time be less than **5 feet, 6 inches** below the base of the rails of said tracks. There shall be no joints in that portion of any service pipe underneath said tracks when not enclosed within a casing pipe and no joints in that portion of any casing pipe underneath said tracks.

SECOND: The time and manner of placing the said facilities and appurtenances at the point of crossing and of the maintenance thereof, as well as any addition thereto, change in location, alteration, renewal, or subsequent removal thereof, shall be subject to the direction, supervision, and approval of the duly authorized representative of Licensor.

Licensee shall furnish, or shall have its Contractor constructing said facilities furnish to the Chief Engineer of Licensor at Room 505, Reading Terminal, Philadelphia, Pa., 19107, certificates declaring that Licensee or Contractor is protected by Contractual Liability Insurance, with an Insurer and in amounts and form satisfactory to Licensor. All such certificates furnished shall be endorsed to provide ten (10) days' advance written notice to Licensor by the Insurer before effecting any material change in or cancellation of the policies covered by the certificates furnished to Licensor.

If, during the progress of any work of construction, maintenance, repair, renewal, alteration, adjustment or removal of said facilities and appurtenances of Licensee, Licensor deems it advisable or is requested by Licensee, or any of its agents, licensees or contractors, including any sub-contractors, to provide watchmen, flagmen, inspectors or supervisors for the protection of persons or property, Licensor shall have the right to do so, and if any such watchmen, flagmen, inspectors or supervisors are provided, Licensee shall, upon bills being rendered, promptly pay or cause to be paid the cost and expense thereof incurred by Licensor and shown on said bills.

THIRD: Said facilities and appurtenances shall be laid in a prudent and workmanlike manner and in conformity with all orders, rules, regulations and specifications of any public body having jurisdiction thereof, and thereafter maintained during the continuance of this agreement and until removed, in good and safe order, condition, and repair all by and at the sole cost and expense of the Licensee and to the satisfaction of said duly authorized representative of Licensor. If Licensee fails to make repairs after written notice has been given by Licensor so to do, Licensor may do such work and the cost thereof shall be promptly paid by Licensee upon bills being rendered.

In the event of an emergency in which said facilities of Licensee shall endanger the safety of the property, traffic, patrons or employes of Licensor, and Licensee fails promptly to remedy the dangerous condition, Licensor shall have the right to take such action as may be reasonably necessary to insure safe railroad operation, but shall immediately give notice thereof to Licensee, and the cost of all such work performed by Licensor, upon bills being rendered, shall be promptly paid by Licensee.

FOURTH: Licensor may at its option do all the work, within its right of way, necessary to support and sustain its tracks and roadbed, during the laying, repairing and removing of said facilities and in case Licensee should fail or refuse to make necessary repairs or to restore the tracks and roadbed as hereinbefore provided, Licensor may do such work. The cost of all work done by Licensor as herein provided shall be paid by Licensee promptly upon the rendering of bills therefor.

Licensee agrees that it will at its own sole cost and expense at all times during the work of laying, repairing or removing said facilities, support and sustain the tracks and roadbed of Licensor to the end that traffic thereon shall not be hindered or delayed, and upon the completion of said work will restore said tracks and roadbed to the same or as good condition as before said work was commenced.

FIFTH: No facilities additional to those now to be constructed hereunder shall be constructed or maintained by Licensee across and underneath said tracks, right of way and property in the above named location, except only upon the written consent of Licensor first having been obtained therefor, and any additional facilities which may be constructed shall be governed by the provisions hereof relative to those now constructed or to be constructed hereunder provided, however, that if such additional facilities are constructed, the annual payment to be made by Licensee under the provisions of Article Eighth hereof shall be increased by an amount equal to Licensor's charge for such additional facilities.

SIXTH: If Licensor should at any time or times in the future deem it desirable or necessary in its judgment, which shall be conclusive, that the said facilities and appurtenances, or the location thereof, should be changed or altered, Licensee shall make the required changes or alterations and restore the premises affected to their present good condition within thirty (30) days after, and in accordance with the requirements of written notice from Licensor so to do, all of said changes or alterations and restoration of premises to be so made by, and at the sole cost and expense of, Licensee and to the satisfaction of Licensor. If Licensee shall fail to make such changes, or alterations and restoration of the premises as above provided, Licensor may do such work and the cost thereof, upon bills being rendered, shall be promptly paid by Licensee.

SEVENTH: Licensee further covenants and agrees that upon the cessation of use or abandonment of said facilities or appurtenances, it will remove the same and restore the premises affected to their present good condition within thirty (30) days after receipt of written notice from Licensor so to do. If Licensee fails to remove the facilities or appurtenances as herein provided, Licensor may do such work and the cost thereof, upon bills being rendered, shall be promptly paid by Licensee.

EIGHTH: For and in consideration of the license and permission herein and hereby accorded to Licensee to locate and maintain said facilities within the limits of said right of way and property, Licensee hereby covenants and agrees to pay or cause to be paid to Licensor, the sum of **One Hundred and Thirty-Five Dollars (\$135.00) to be due as of the 1st day of January, A.D. 1972, and on the same day of each and every year thereafter until cancellation hereof, an annual charge in the sum of Forty Dollars (\$40.00), said annual charge to be subject to adjustment in accord with the provisions of Article THIRTEENTH hereof.**

NINTH: In addition to the aforesaid annual payment, Licensee shall pay all taxes assessed upon said facilities, or on account of the existence of said facilities and shall indemnify Licensor from the payment of such taxes.

TENTH: In the event Licensee shall fail to make the payments provided for in Article Eighth, or shall fail to perform any of the other terms or conditions of this agreement, and shall fail to remedy such breach in accordance with the requirements of written notice from Licensor so to do, then and in that event Licensor may at its option forthwith terminate the license and permission herein and hereby accorded. Licensee agrees,

upon any such termination, promptly to remove said facilities and restore the premises affected to their present good condition, all at its own sole cost and expense. If Licensee shall fail to remove said facilities as herein provided, Licensor may remove the same at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor promptly upon the rendering of bills therefor.

ELEVENTH: (a) It is understood between the parties hereto that the operations of Licensor at or near said crossing involve some risk, and Licensee as part of the consideration for the aforesaid privilege, hereby releases and waives any right to ask for or demand damages for or on account of any loss of or damage to the said facilities and appurtenances of Licensee that are in, upon, over, or under the property and facilities of Licensor, including the loss of, or interference with service thereof, and whether attributable to the fault, failure, or negligence of Licensor, or otherwise.

(b) And Licensee also agrees to indemnify, protect and save harmless Licensor and its successors and assigns, from and against all costs or expenses resulting from any and all loss of life, or property, or injury or damage to the person or property of any person, firm, or corporation other than Licensee (but including the officers, agents and employees of either party hereto,) and from and against any and all claims, demands, liabilities or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of said facilities and appurtenances of Licensee, when not attributable solely to the fault, failure or negligence of Licensor, except that if such loss, injury or damage shall be caused by the joint or concurring negligence of both parties hereto, the same shall be borne by them equally. It is understood and agreed that the failure of Licensor to exercise its right under Article Second to furnish watchmen, flagmen, inspectors or supervisors, or the fault, failure or negligence of any such watchmen, flagmen, inspectors or supervisors as are furnished by Licensor, shall not be deemed to be the fault, failure or negligence of Licensor.

(c) The provisions of this article shall inure to the benefit of the Philadelphia, Reading and Pottsville Telegraph Company, a subsidiary of Licensor, which has been granted certain rights by Licensor to place, maintain and use its facilities upon and along the right of way and property of Licensor, and in the event Licensor is in possession of the tracks, right of way and property, crossed by the facilities hereinbefore described, pursuant to any operating or lease agreement, then this Article shall also inure to the benefit of the company whose property is so operated or leased by Licensor.

TWELFTH: This agreement shall take effect at the expiration of thirty (30) days from the date when a copy thereof shall be filed in the Office of the Secretary of the Pennsylvania Public Utility Commission, Harrisburg, Pennsylvania; provided that if the said Commission shall, prior to the expiration of such period, institute a proceeding affecting its validity under the provisions of Section 911, Article IX of the Public Utility Law, this agreement shall become effective only upon the approval thereof by the said Commission.

THIRTEENTH: It is further agreed that the Licensee shall pay to the Licensor each year an amount in dollars equivalent to the purchasing power of \$40.00 on January 1, 1972 and that the rental sum of \$40.00 will be adjusted every fifth year commencing January 1, 1977, and every fifth year thereafter, for changes in the purchasing power as measured by changes in the "Consumer's Price Index--U.S.--All Items" compiled by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D. C., or its successor index. Adjustment will be made by the dividing of the sum of \$40.00 by the index figure for January 1, 1972, and multiplying the result by the corresponding index figure for January 1st of the year in which adjustment is made. Provided, however, in no event shall the annual amount payable to Licensor be less than the annual charge as of the effective date of this Agreement.

FOURTEENTH: It is understood and agreed that the facilities herein described will be permitted to remain in place after the dissolution or other termination of the Authority herein named only upon the transfer to and the acceptance by the Board of Supervisors of East Whiteland Township of this agreement prior to such dissolution or other termination of said Authority.

WITNESS:
ATTEST:

Marcella Dune

Secretary.

[Signature]

Vice-President.

APPROVED
ASTO FOR
PHYSICAL
CONDITIONS
TERMS &
CONDITIONS

ATTEST:

Robert R. Holsclaw

Secretary.

EAST WHITELAND MUNICIPAL AUTHORITY

by

[Signature]

Chairman

